

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

*P.O. Box 420603
CA 94142-0603*



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

MARBLE FINISHER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SANTA CLARA, SANTA CRUZ, SAN
MATEO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES

162-19-2

AGREEMENT

August 1, 2001 to July 31, 2004

MARBLE FINISHERS AND SHOPWORKERS

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Wage Chart

Signature Pages

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Chief's Office

SECTION 16. PARKING AND TOLLS.

A: Bridge tolls will be paid by the employer, if the employee travels directly from his residence to the job site and must pay bridge tolls in so traveling; or (ii) the employee travels from the Employer's fabrication shop to the job site and must pay bridge tolls in so traveling; or (iii) the employee travels from job site to job site and must pay bridge tolls in so traveling. An employee will not be paid bridge tolls for travel from the employee's residence to the Employer's fabrication shop.

B: Bart and public transportation reimbursements at maximum of \$10.00 per day to be paid by Employer.

C: All parking will be paid where free off street parking is not available and/or where parking meters are in effect. The employee shall be paid his actual parking expenses up to \$20.00 per day upon providing a valid parking receipt on a weekly basis providing that, on the first and last day of a job or when it is otherwise necessary for a Marble Mason to move his tools the Employer shall pay the employee's full parking cost for the day.

D: No employee shall be required to furnish a truck or other vehicle to the employer whether compensated or not.

SECTION 17. FRINGE BENEFIT PAYMENTS. The parties hereto agree to be bound by the Trust Agreements and any amendments thereto establishing the following Trusts: San Francisco Marble Finishers and Shopworkers Local 7 Health and Welfare Trust Fund; Bricklayers Local 7 Pension Trust and International Union of Bricklayers and Allied Craftworkers Pension Fund.

A. Health and Welfare. The Employer shall contribute to the San Francisco Local 7 Marble Finishers and Shopworkers Health and Welfare Trust Fund joint trust fund the sum indicated in Tables A and B for each hour worked (whether straight time or overtime) by employees covered by this Master Agreement.

B. Pension. The employer agrees to contribute to the Bricklayers Local 7 Pension Trusts and International Union of Bricklayers and Allied Craftworkers Pension Fund the sums indicated for retirement benefits in Tables A and B for each hour worked (whether straight time or overtime) by employees performing work covered by this Agreement.

C. Dues Check-Off. Effective for all work performed on and after August 1, 2001, the Employer shall deduct from wages the sum of 3% of the employee's hourly total wage and fringe package as calculated in Tables A and B as dues "check-off" on behalf of covered employees who authorize such deductions in writing. The check-off amount will be deducted weekly and remitted monthly on the same reporting form as provided for the trust funds referenced herein, for forwarding by the trust administrator to the Union. The Union will furnish Employers with a list of marble employees who have executed check-off authorization and will make periodic updates.

D. Vacation. As part of the wages of the employees covered by this Agreement, the Employer shall pay a holiday and vacation allowance in the amount specified in Table A (for finishers) and Table B (for shopworkers). The Employer shall make all legal payroll withholdings for income tax, social security, State Disability Insurance, etc., from the total wages, including vacation allowance, and shall then withhold the full amount of the vacation allowance for transmittal to the administrator of all fringe benefits on a monthly basis. An employee may withdraw amounts held in his holiday and vacation trust fund account in accordance with the rules established by the Union.

E. General. The Union and/or each Trust shall be entitled to and may file legal action to compel production of monthly reports, to compel production of payroll records for audit, and for the collection of any and all contributions and liquidated damages due and owing by the Employer and thereafter may settle or compromise such legal action. In the event such action is maintained and filed, in addition to recovering of payments due and owing and legal rate of interest, the Employer agrees to pay all costs of such suit or

suite, together with reasonable attorney's fees. Each Trust and the Union may institute such legal proceeding without having the matter first heard and determined by the Joint Board, as provided in this Agreement.

Each monthly contribution to the Trusts and of other fringe benefits shall be made promptly and is due on or before the fifteenth (15th) day of the calendar month following the month such hours are worked and if not paid in full by the fifteenth (15th) day of the month shall be delinquent and subject to liquidated damages. Each Employer shall also prepare a monthly transmittal covering each employee who performs work subject to this Agreement and setting forth the following information: Name of each employee, each employee's social security number, number of hours worked by each employee, and gross amount of fringe benefits payable. It shall be the responsibility of the Employer to make sure the monthly contribution and report form is postmarked by the Post Office on or before the fifteenth (15th) day of the month. If such envelope containing the contribution and report form is postmarked after the fifteenth (15th) day of the month, such report form and contribution shall be considered delinquent, the employer shall be in breach of this agreement, and liquidated damages may be assessed. The Association and the Union recognize and acknowledge that the regular and prompt payment of employer contributions and the furnishing of report forms is essential to the maintenance of the Trusts, and it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Trusts which would result from failure of any employer to pay such monthly contributions and furnish contribution forms within the time provided. Therefore, the amount of damages to the Trusts resulting from any such failure shall be presumed to be the greatest of \$200 or ten percent (10%) of all contributions due for the first sixty (60) days of delinquency, and thereafter, the charge will be the greater of \$400 or twenty percent (20%) of the amount due. Such amount shall become due and payable to the Trusts by the delinquent Employer as liquidated damages and not as a penalty and payable at the place where the contribution is payable upon the day immediately following the date on which the contribution became delinquent.

The trustees or each Trust shall have the authority to require any Employer, employee, Union or Association signatory to or covered by this Agreement to submit to it any information, data, reports or documents reasonably relevant to and suitable for the purpose of administration of the Trust. The Association, Union, Employers and employees agree that they will use their best efforts to secure compliance with any reasonable request of each Trust for any such information, data, reports of documents. Upon request by a Trust, each Employer signatory hereto shall permit an accountant, selected by the Trusts to enter upon the premises of such Employer at a reasonable time or times, and to examine the payroll records and the Federal and State Quarterly Contribution Reports. Upon request by the trustees each employee covered by this Agreement shall permit an accountant, selected by the Trust, to examine the Federal, State Income Tax Return W-2's and other documents reasonably relevant to such a purpose, to determine whether the Employer or Employers of such employee has made full and complete payment of all contributions required by this Agreement. In the event it is determined as a result of such examinations that an Employer has defaulted in making full and complete payment of contributions required by this Agreement, then said Employer, in addition to immediately paying all amounts found due and owing, shall forthwith pay all costs incurred for said examination, in addition to any other payments required by this Agreement.

In the event the trustees of any of the Trusts enter into a Reciprocity Agreement permitting the payment of certain fringe benefit contributions to the home area of any employee temporarily working in the jurisdiction, payments shall be made in accordance with such Reciprocity Agreements that are agreed to by the trustees of each Trust and, provided further, such Trusts are qualified under the provisions of the applicable Internal Revenue regulations permitting the payments to be tax deductible by the Employer.

Where Reciprocal Agreements relating to any Trust Funds mentioned in this Agreement are entered into, the trustees of said Trust Funds are authorized to pay to or collect from the Trust Funds of such other Local Unions in accordance with such Reciprocal Agreement.